

# EXHIBIT A

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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Gzim Hasangjakaj Granit Hasangjakaj, and  
Gentrid Hasangjakaj, *on behalf of themselves and  
others similarly situated in the proposed FLSA  
Collective Action,*

*Plaintiffs,*

*- against -*

A & B Fulton Corp., Dema Balidemic (a/k/a  
Dema Balidemaj), Julia Balidemic (a/k/a Julia  
Balidemaj), and Amy Balidemic (a/k/a Amy  
Balidemaj),

*Defendants.*  
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Case No.: 22-cv-02495

**OFFER OF JUDGMENT  
PURSUANT TO  
FED.R.CIV.P. 68**

To: Levin-Epstein & Associates, P.C.  
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Joshua D. Levin-Epstein, Esq.  
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New York, New York 10165  
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Pursuant to Rule 68 of the Federal Rules of Civil Procedure, Defendants A & B Fulton Corp., Dema Balidemic (a/k/a Dema Balidemaj), Julia Balidemic (a/k/a Julia Balidemaj), and Amy Balidemic (a/k/a Amy Balidemaj) (collectively, the “Defendants”), hereby make this offer of judgment in favor of Plaintiffs Gzim Hasangjakaj Granit Hasangjakaj, and Gentrid Hasangjakaj (collectively, the “Plaintiffs”), and against Defendants in the above-captioned action in the total sum of Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) (the “Judgment Amount”), payable as follows:

1. A payment in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000) (the “Initial Payment”) within ten (10) days of the Court’s entry of the instant Offer of Judgment;

2. Twelve (12) installment quarterly payments in the amount of Twenty-Seven Thousand Eighty-Three Dollars and Thirty-Three Cents (\$27,083.33) payable each quarter (the "Quarterly Installment Payments"), with the first Quarterly Installment Payment payable within three (3) months following payment of the Initial Payment, and the subsequent Quarterly Installment Payments payable in three (3) month installments, thereafter;

Defendants shall be in curable default if they fail to make any payment when due pursuant to this Offer of Judgment. Plaintiffs or their authorized agent shall send a notice via email of such default addressed to Defendants' attorney, Jeremy Feigenbaum (jfe@spodeklawgroup.com). Such default may be cured by Defendants making payment of the delinquent payment within five (5) days of Defendants' attorneys' receipt of Plaintiffs' notice of default. Defendants will only be afforded one (1) notice and cure opportunity.

In the event of Defendants' failure to make any payment when due pursuant to this Offer of Judgment, beyond applicable notice and cure periods, the breach shall result in accelerated payment of Five Hundred Sixty-Two Thousand Five Hundred Dollars and Zero Cents (\$562,500.00), together with all costs and attorneys' fees incurred by Plaintiffs in connection with any efforts to enforce any Judgment, less any payments made by Defendants as set forth herein.

The total Judgment Amount is inclusive of reasonable attorney's fees, costs, and expenses to date of this offer, in full and final settlement of all of Plaintiffs' claims against Defendants arising out, alleged in, or related to, the facts and transactions alleged in the above-captioned action.

This Offer of Judgment and any judgment entered pursuant hereto shall be in full satisfaction of all federal and state law claims or rights that Plaintiffs may have to damages, or any other form of relief, legal or equitable, arising out of the alleged acts or omissions of Defendants or any owner, employee or agent thereof, either past or present, or in connection with the facts and

circumstances that are the subject of the above-captioned action.

This offer of judgment is made for the purposes specified in Rule 68 of the Federal Rules of Civil Procedure and is not to be construed as an admission of liability by any of the Defendants, or any owner, employee, representative, or agent of any of the Defendants.

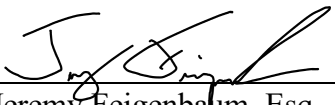
Acceptance of this offer of judgment will act to release and discharge Defendants, their respective successors or assigns, as well as all past and present owners, employees, representatives, and agents of the Defendants, in their respective capacity as such, from any and all claims that were or could have been alleged by Plaintiffs in the above-referenced action.

In order for Plaintiffs to accept this offer, Plaintiffs must serve written notice of acceptance upon Defendants within fourteen (14) days after service of this Offer of Judgment. An offer not accepted within the specified period for acceptance will be deemed withdrawn.

Date: April 14, 2023  
New York, NY

**SPODEK LAW GROUP P.C.**

By:

  
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